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contracted with a tenant to keep the hall lamps in the building in order, and that while she was working with the lamps in one of her own rooms, the ceiling fell and injured her. Under these circumstances it was held that the landlord was not liable on the ground that, as an employer, he had failed to furnish a safe place to work.

Injuries to Passengers.—A dead hen having been thrown by the conductor of a street car at the motorman of another car with such inaccuracy that the corpse struck a window, which broke and injured a passenger sitting near, the Supreme Judicial Court of Massachusetts was furnished with facts sufficient to give rise to the holding that as a carrier is absolutely liable for injuries to a passenger caused by the misconduct of its servants, the passenger injured because of the occurrence mentioned was entitled to recover from the street car company. *Hayne v. Union Street Ry. Co.*, 76 Northeastern Reporter, 219.

Waiver of Additional Insurance Clause.—The effect of the eighty per cent. average or co-insurance clause on a condition prohibiting other insurance is passed upon in the recent case of *Woolford v. Phoenix Ins. Co.*, 76 Northeastern Reporter, 722, where the court takes the position that the clause prohibiting other insurance without the consent of the insurer is not absolutely waived and destroyed by the eighty per cent. clause, but that the two can stand together so that the additional insurance clause is violated if the insured procures additional insurance so as to make the total amount exceed the value of the property.

Infringement of Copyright.—The holding of the Circuit Court in *Sampson & Murdock Co. v. Seaver-Radford Co.* was reversed by the Circuit Court of Appeals in an opinion published in 140 Federal Reporter, 539, where it is held that defendant's action in copying names and addresses from complainant's city directory, verifying these by sending canvassers to the addresses given and afterwards publishing unchanged such information as was found to be correct was an infringement.

Conversion of Goods by Carrier.—A quantity of apples was shipped with drafts on the buyer for their value according to a contract of sale attached to the bills of lading. On the arrival of the fruit at its destination the railroad company permitted the buyer to inspect the applies without his producing bills of lading or showing any right or title to the apples. Finding them to be of inferior quality, the buyer refused to take them. This is held in *Dudley v. Chicago, Milwaukee & St. P. Ry. Co.*, 52 Southeastern Reporter, 718, not to have been a conversion by the railway company.

Reorganization of Mutual Insurance Companies.—A statutory scheme for the reorganization of a mutual insurance company and